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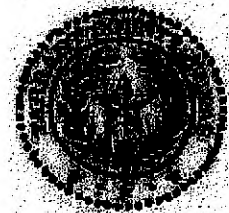
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D208354356

12 Pages



Suzanne Henderson



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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**SUB-SURFACE OIL & GAS LEASE
(Paid-up Lease)**

This Oil and Gas Lease (this "Lease") is made on June 16, 2008 between the following parties

HECF MINERALS, LLC, a Texas limited liability company whose address is 3804 Normandy Avenue, Dallas, Texas 75240 ("Lessor"); and

CHESAPEAKE EXPLORATION, LLC, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154 ("Lessee").

1. **Grant.** In consideration of the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid, Lessor, grants and leases exclusively unto Lessee the following described land (the "Land") for the sole purpose of exploring, drilling, and producing, saving, treating, processing, storing, and transport oil and gas and other products manufactured from oil and gas produced from the Land:

Being 18.218 acres of land, more or less, and being out of the Sarah Gray Survey, Abstract No. 558, Tarrant County, Texas, and being further described in a Warranty Deed dated December 10, 1996, from J.C. PACE, LTD. to B-CDC Corporation and recorded in Volume 12606, Page 758, Deed Records, Tarrant County, Texas and in that certain Mineral Deed dated October 23, 2007 from B-CDC Corporation as Grantor to Lessor herein recorded as Document Number D208057043, Official Public Records, Tarrant County, Texas.

2. **Primary Term.** This Lease is for a term of two years from the date of this lease (called "Primary Term") and so long thereafter as oil or gas is produced from the Land in paying quantities.

3. **Minerals Covered.** This Lease covers oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

4. **Royalty.**

(a) As Royalties, Lessee Agrees:

i. With respect to all oil and other liquid hydrocarbons produced and saved from the Land, at Lessor's option, to deliver 25% (the "Royalty Fraction"), free of costs to Lessor (i) at the

wells or (ii) to the credit of Lessor at the pipeline to which the wells may be connected, or (iii) to pay to Lessor the Royalty Fraction of the proceeds received by Lessee for the sale of such oil and other liquid hydrocarbons in the first sale to a non-affiliated person or entity.

(b) To Pay to Lessor

i. On gas produced and saved from the Land and sold by Lessee or used on or off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Fraction of the market value at the point of sale, use, or other disposition.

ii. On gas produced and saved from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

iii. On gas produced and saved from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(c) The "market value" of gas is the average daily price for gas at Henry Hub, minus \$1.80/MMBtu. The market value of gas will be determined by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use, or other disposition the oil or gas produced or sold. For purpose of the preceding sentence, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any of severance of production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursement of the deductions will be added to the total proceeds received by lessee. Royalty is payable on oil and gas produced from the Land and consumed by Lessee on the Land for compression, dehydration, fuel, or other use.

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(d) Lessor's royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the oil or gas produced from the Land or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas regardless of whether the gas or oil is sold at the wellhead or elsewhere.

(e) If gas produced from the Land is sold by Lessee pursuant to an arms length contract with a purchaser that is not an affiliate of Lessee, and the contract provides for net proceeds to be paid to Lessee that equal or exceed the market value of the gas at the point of delivery to the purchaser, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraph 4(b) above.

(f) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil and gas sales contract or other arrangement, including take-or-pay payments & payments received in settlements of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make-up gas taken pursuant to the take-or-pay provision or similar provision.

(g) Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 120 days after the end of the month in which occurred the first production after completion of the well, in the case of an oil well, or after the pipeline connection, in the case of a gas well. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month of production. If not paid when due, Lessor's royalty will bear interest at the maximum lawful rate from the date such payment was due until paid, which amount Lessee agrees to pay, and if not paid within 180 days after due date, this Lease will terminate. Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of the Section 91.402 of the Texas Natural Resources Code or any similar statute. For purposes of this subparagraph (f), a "month" means a calendar month.

(h) As used in this Lease, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more ten percent of the outstanding voting interest of such corporation joint venture, partnership, or other entity; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent of the outstanding voting

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interests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons; (iii) a person who is an owner, officer or director of Lessee or is an owner, officer or director of an entity which meets the test of (i) or (ii); or (iv) a person who is related within the third degree of consanguinity, to a person who does not meet the test of (iii). A non-affiliated person or entity is any person or entity that is not a affiliate. Lessor shall bear no share of fuel consumed, or lost and unaccounted for gas ("FL&U") but Lessee shall pay royalty on all such FL&U except for gas re-injected into the reservoir for pressure maintenance.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to those proceeds, but lessee will at all time hold the proceeds in trust for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

5. **Shut-in Royalty.** While there is a gas well on this Lease or on acreage pooled therewith capable or producing in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual shut-in-royalty of \$20.00 dollars per acre, for each well from which gas is not being sold. Payment with respect to a well will be due within 60 days after the well is shut-in and on the annual anniversary thereafter. While shut-in royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to the period of two years following the expiration of the Primary Term. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

6. **Continuous Development.**

(a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced the drilling of a well on the Land, the Lease will not terminate but will remain in effect for so long thereafter as operation are carried out with due diligence with no cessation of more that 60 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas.

(b) If this Lease is maintained beyond the expiration of the Primary Term by production or otherwise, it will remain in force as to all acreage and depths as long as there is no lapse of more that 180 days between the completion of one well and the commencement of the actual drilling of another well. The

commencement of actual drilling means the penetration of the surface with a drilling rig capable of drilling to the anticipated total depth of the well. After a well is commenced, drilling operations must continue in a good and workmanlike manner in a good faith effort to reach the anticipated total depth with no cessation of operations for more than 60 consecutive days. A well will be deemed to have been completed 30 days after fracturing activities have occurred on the well. The permitted time between wells shall be cumulative so that if a well is commenced prior to the date it is required to be commenced, the number of days prior to the date on which the well should have been commenced shall be added to the time permitted for the next well.

(c) If at any time the maximum time for the commencement of the actual drilling of a well expires without the commencement of the well, or upon the expiration of the Primary Term if the Lease is not maintained by continuous drilling, this Lease will terminate except as to the Retained Tract (defined below) surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties, and as to each Retained Tract, the Lease will then terminate as to all depths below the stratigraphic equivalent of the base of the Barnett Shale formation on the Retained Tract. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract. If production from a Retained Tract ceases from any cause, this Lease will terminate as to that tract unless Lessee commences operations for drilling or reworking on the tract within 60 days after the cessation of production, in which case the Lease as to that tract will continue in force as long as the operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in production, so long thereafter as there is production from the tract.

(d) As used in this Lease, the term "horizontal well" means a well that meets the definition of a "horizontal drain hole well" under Statewide Rule 86 of the Railroad Commission of Texas, and a "vertical well" is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a "Retained Tract." A Retained Tract for a well may not exceed the minimum size required to obtain a drilling permit under the well density rules adopted by the Railroad Commission of Texas for the field, or if there are no field rules that apply, the Retained Tract shall be limited to the smallest size required to obtain a drilling permit under the statewide well density rules of the Railroad Commission of Texas. A Retained Tract for a vertical well producing from the Barnett Shale formation may not exceed 40 acres. If field rules are established later that permit obtaining a drilling permit with less acreage, a Retained Tract for a vertical well may not exceed the minimum size permitted. A Retained Tract for a horizontal well may include the minimum acreage specified above for a vertical well plus the additional acreage listed in the tables in Rule 86 (For Fields with a Density Rule of 40 Acres or Less) and must comply with the requirements of Rule 86 for minimum permitted well density and if the well is producing from the Barnett Shale formation the acreage of the Retained Tract shall be assigned as if well density for vertical wells is 40 acres or less. Lessor and Lessee must agree

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upon the shape of Retained Tracts with the intent that each will be a compact, regular shape that will provide Lessor with the maximum acreage available for oil and gas development. Subject to the preceding sentence, Lessor's approval of the shape of Retained Tracts will not be unreasonably withheld.

(e) Within 60 days after the last to occur of the expiration of the Primary Term or the continuous drilling program, Lessee must file in the county records and furnish to Lessor a document designating each Retained Tract by metes and bounds and the retained depths thereunder, and releasing all other depths and acreage. A gas well that becomes an oil well will hold only the acreage permitted for an oil well, and Lessee must file a redesignation of the Retained Tract in the Real Property Records of the county where the Land is located. If Lessee fails to file timely a document required by this paragraph after Lessor has provided 30 days prior written notice, then Lessor may do so, and the filing will bind Lessee.

7. **Pooling.** Lessee shall have the right to pool the Land with contiguous acreage to form a pooled unit for the production of gas, but only on the condition that all of the Land be included in the pooled unit. That part of the Land included in a pooled unit will be considered to be a Retained Tract, and the provisions of this Lease that provide for termination of the Lease insofar as the Lease covers depths below the base of the Barnett Shale formation and other provisions relating to Retained Tracts shall apply. The unit will become effective on the earlier of (i) the date of first production of the first well in the pooled unit or (ii) the date Lessee files in the Real Property Records of the county where the Land is located, a document describing the pooled acreage and depths for the pooled unit. Lessee shall deliver a copy of the document to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. Any unit formed may not be amended without the written consent of Lessor. Provided, however, notwithstanding any provision of this Lease to the contrary, in the event a producing well is completed on a separately owned tract which is immediately adjacent to the Land, the Land must be included in the pooled unit which is attributable to said producing well.

8. **Offset Wells.** For purposes of this Lease, an "offsetting well" is a well that is producing oil or gas from adjacent or nearby land and is draining the Land. If an offsetting well is completed, Lessee must, within 180 days after the initial production from the offsetting well, commence operations for the drilling of an offset well, as would a reasonably prudent operator drill, on the Land or on lands which is pooled with the Land and must diligently pursue those operations to the horizon in which the offsetting well is producing.

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9. **Fixtures.** While Lessee is not in default under this Lease, and subject to other provisions of this Lease, Lessee will have the right at any time within 90 days after the expiration of this Lease to remove all property placed by Lessee on the Land, including the right to draw and remove all casing from oil and gas wells. If Lessee does not remove all of its property within the permitted period, then at Lessor's option, all or any part of property will become the property of Lessor, and Lessor may require Lessee to remove all property not desired by Lessor. Lessee may not remove any fences, gates, cattle guards, or roads installed by it.

10. **Surface Operations.** The existing surface use of the Lands is a operating shopping center which will not allow for any surface activities by Lessee. Notwithstanding any other provision of this lease, whether explicit or by implication, NO SURFACE ACTIVITIES MAY BE CONDUCTED ON THE LAND WITHOUT PRIOR WRITTEN CONSENT OF LESSOR, WHICH CONSENT MAY BE WITHHELD FOR ANY REASON OR FOR NO REASON AT ALL. The "surface" means from the actual surface of the Land to a depth of 1,000 feet sub-surface. The "actual surface" means the top of the ground where solids or liquids on the top of the ground meet the gases making up the atmosphere.

11. **Assignments.** Lessor is granting rights to Lessee that Lessor would not grant to others. Therefore, prior written approval of Lessor is required for any assignment or sublease of this Lease, which approval will not be unreasonably withheld. All assignments and subleases must require the assignee or sub lessee to assume all of Lessee's obligations under this Lease.

12. **Force Majeure.** Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant or condition of this Lease (other than a requirement to pay money), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee.

"Force Majeure" means any Act of God, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons). This paragraph is subject to the limitations of time during which this Lease may be continued in force by the payment of shut-in gas royalties.

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13. **No Warranties.** Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder will be reduced proportionately. Lessee, at its option, may discharge any tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option of applying the royalties accruing to Lessor toward payment of it.

14. **Curing Defaults.** Should Lessee at any time fail to comply with its obligations hereunder regarding construction, maintenance, or repair within 30 days after written notice from Lessor, Lessor will have the right to do or have done whatever is necessary to fulfill the obligations to its satisfaction, and Lessee shall be liable to Lessor for the reasonable and necessary expenses thus incurred by Lessor, to be paid within ten days after Lessor furnishes to Lessee an itemized written statement of the expenses.

15. **Notices.** All notices will be deemed given and reports will be deemed delivered if sent by certified letter, return receipt requested, properly addressed and deposited in the United States Postal Service, postage prepaid, to Lessor and Lessee at the addresses shown above. Either party may designate a new address by proper notice to the other party.

16. **Attorney's Fees.** In the event that Lessor is required to employ legal counsel for the enforcement of any provision of this Lease and prevails, Lessor will be entitled to recover from Lessee reasonable attorney's fees and expenses incurred by Lessor.

17. **Insurance.** At all times while this Lease is in force, Lessee shall acquire and maintain insurance covering all of its operations on the Land, including any work performed on its behalf by contractors, subcontractors, and others, naming Lessor and related individuals and entities designated by Lessor as additional insured's. The policies shall include coverage for comprehensive general liability, for bodily injury and property damage, blowout and loss of well coverage, and coverage for any damage to the environment, including coverage for the cost of clean up and surface remediation. The coverage shall be in the minimum amount of \$5,000,000. Lessee shall furnish a certificate from the issuing insurance company or companies evidencing the coverage and designating Lessor as an additional named insured.

18. **Indemnity.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARA-

GRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

19. **Dispute Resolution.** In the event of a dispute under this Lease, the parties agree to attempt to resolve the dispute through good faith mediation to be held in Tarrant County, Texas. If the mediation is not successful, the matter will be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association at the same place. The parties shall attempt in good faith to select an arbitrator. If they are unable to agree upon a single arbitrator, each side shall select an arbitrator, and the two arbitrators selected shall select a third. A decision of two of the three arbitrators will be final and binding upon all parties.

All payments for surface damages will be made to the owner of the tract upon which the damages occur.

20. **Miscellaneous Provisions.**

(a) In the event this Lease expires for any reason as to all or any part of the Land, Lessee shall, within 60 days thereafter, furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this Lease negates the usual implied covenants imposed upon Lessee.

(c) Lessee will conduct all operations hereunder in compliance with the rules of the Railroad Commission of Texas and federal and state environmental laws and regulations. Upon request by Lessor, Lessee shall furnish to Lessor copies of applications to drill, daily drilling reports, well tests, completion reports, plugging records, and production reports. Lessee will divulge to Lessor correct information as requested by Lessor as to each well, the production there from, and such technical information as Lessee may acquire and Lessor may request. Lessor has the right to be present when wells or tanks are gauged and production metered and has the right to examine all run tickets and to have full information as to production and runs and to receive copies of all run tickets upon request. All hard copy or written information and data provided to Lessor from Lessee are to be considered proprietary and may not be divulged to any third party without the written consent of Lessee.

(d) The terms "production" and "producing" mean production and producing in paying quantities. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of Force Majeure. Lessee's obligations to pay money under this Lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this Lease for convenience only and are

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not to be considered in the interpretation or construction of this Lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this Lease unless the intent to do so is expressly stated in the document. Lessee agrees to furnish to Lessor a copy of each title opinion or report obtained by Lessee that covers all or any part of the Land together with a copy of each title curative document obtained by Lessee.

(e) Lessor shall have the right to inspect or audit all records of Lessee relating to this Lease, operations conducted on the Lease, the sale and marketing of production from the Lease, and the payment of royalties, including the right to audit Lessee's books insofar as they relate to the foregoing.

(f) This Lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns.

COUNTERPART LANGUAGE: This instrument may be executed in any number of counterparts, all of which, when taken together, shall constitute one original instrument. This Paid Up Oil & Gas Lease shall not be recorded by either party. The Parties agree that they shall execute a Memorandum of Paid Up Oil and Gas Lease and such Memorandum of Paid Up Oil and Gas Lease shall be recorded in the Official Public Records of the county in which the subject property is located.

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Executed on the date first written above.

HECF MINERALS, LLC

By:


Heather Callahan-Furniss,
Managing Member

THE STATE OF TEXAS

§

§


COUNTY OF DALLAS

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This instrument was acknowledged before me on this the 16th day of June, 2008 by Heather Callahan-Furniss, Managing Member of HECF MINERALS, LLC, a Texas limited liability company, on behalf of said company.

[Seal]




Notary Public

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

H/F